

**Booking Agent** 

# AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA

(HEREIN CALLED "FEDERATION")

### NASHVILLE MUSICIANS ASSOCIATION, AFM LOCAL 257

Address

(HEREIN CALLED "LOCAL UNION")

11 Music Circle North Nashville, TN 37203

## CONTRACT

| (TOURING PENSION COLLECTIVE BARGAINING AGR  | EEMENT WHEN COUNTER-INITIALED BY LOC   | AL UNION)   |  |  |  |
|---|--|---|--|--|--|
| THIS CONTRACT for the personal services of musicial   | ns on the engagement described belo  | w, made this day of   |  |  |  |
| 20 , between the undersigne   | ed Purchaser of Music (herein called "   | Employer") and  |  |  |  |
| musicians. (including leader)   |  |   |  |  |  |
| The musicians are engaged individually under the terms and condesig-nated have agreed to be bound by said terms and condition terms and conditions. Each musician may enforce this agreement.   | ons. Each musician yet to be chosen, upon  | acceptance, shall be bound by said  |  |  |  |
| 1. Name and Address of Place of Engagement  |  |   |  |  |  |
| Print Name of Band or Group   |  |   |  |  |  |
| 2. Date(s), starting and finishing time of engagement   |  |   |  |  |  |
| 3. Type of Engagement (specify whether dance, stage show, b   | panquet, etc.)   |   |  |  |  |
| 4.WAGE AGREED UPON :  | AGE AGREED UPON:  Local 257 Scale  |   |  |  |  |
| Employer will make payments as follows:   | erms and Amount)   |   |  |  |  |
|   | n payments are to be made)   |   |  |  |  |
| 6. B. Upon completion of paragraph 6.A. above, this engagement is Pension Fund. The employer agrees to contribute an amount equivale A of this agreement (which shall be considered to be scale wages) to the AFM-EP Fund and shall be accompanied by a remittance form for ean number, date(s) of engagement for which pension is paid, scale wage information shall be transmitted to the local union for forwarding to the contributions are payable. The employer agrees to be bound by the Accians and Employers' Pension Fund, as it may be amended from time. No performance of the engagement shall be recorded, reproduce whatsoever, in the absence of a specific written agreement with the (Continual IN WITNESS WHEREOF, the parties hereto have hereunto seen as the contributions. | ent to % of each employee's the AFM-EP Fund. All contributions to the Fund and employee for whom a contribution is made, the son which pension is paid, and the amount of the Fund within ten (10) days following the rendagreement and Declaration of Trust establishing the to time, which is incorporated by reference in the dortransmitted from the place of performance. Federation relating to and permitting such reconstructed on Reverse Side) | s wages as set forth below in Apendix shall be made by check payable to the musician's name, social security pension. The check and remittance dering of services for which such The American Federation of Musinto this Agreement.  e, in any manner or by any means ording, reproduction or transmission. |  |  |  |
| Print Purchaser's Full and Correct Name (If Purchaser is Corporation, Full and Correct Corporate Name)  | Print Name of Signatory Musician   | Home Local Union No.  |  |  |  |
| Χ   | Χ  |   |  |  |  |
| Signature of Purchaser (or Agent thereof)   |  |   |  |  |  |
|   |  |   |  |  |  |
| Street Address  | Musician's H   | Home Address  |  |  |  |
| City State Zip C  | Code City  | State Zip Code  |  |  |  |
| Telephone   |  |   |  |  |  |
|   | Tel  | ephone  |  |  |  |

- **8.** The Employer shall at all times have complete supervision, direction and control over the services of musicians on this engagement and expressly reserves the right to control the manner, means and details of the performance of services by the musicians including the leader as well as the ends to be accomplished. If any musicians have not been chosen upon the signing of this contract, the leader shall, as agent for the Employer and under his instructions, hire such persons and any replacements as are required.
- **9.** This contract, and the terms and conditions contained herein, may be enforced by the Purchaser, and its agents, and by each musician who is a party to this contract or whose name appears on the contract or who has, in fact, performed the engagement contracted for (herein called "participating musician(s)"), and by the agent or agent(s) of each participating musician, including the Local Union. It is expressly understood by the Purchaser and the musician(s) who are parties to this contract that neither the Federation nor the Local Union are parties to this contract in any capacity except as expressly provided in 6. A. and 7. above and, therefore, that neither the Federation nor the Local Union shall be liable for the performance or breach of any provision hereof.

### **Additional Terms and Conditions**

The leader shall, as agent of the Employer, enforce disciplinary measures for just cause, and carry out instructions as to selections and manner of performance. The agreement of the musicians to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. To the extent permitted by applicable law, any musicians on this engagement are free to cease service hereunder by reason of any strike, ban, unfair list order or requirement of the Federation or of any Federation local approved or sanctioned by the Federation, and shall be free to accept and engage in other employment of the same or similar character or otherwise, without any restraint, hindrance, penalty, obligation or liability whatever, any other provisions of this contract to the contrary notwithstanding. Representatives of Local 257 shall have access to the place of performance for the purpose of conferring with the musicians. The Employer represents that there does not exist against him, in favor of any member of the Federation, any claim of any kind arising out of musical services rendered for such Employer. No musician will be required to perform any provisions of this contract or to render any services for said Employer as long as any such claim is unsatisfied or unpaid, in whole or in part. If the Employer breaches this agreement, he shall pay the musicians in addition to damages, interest thereon plus a reasonable attorney's fee,

#### **APPENDIX A**

A.F.M. Local and U.S. Social

| Names of Musicians | AFM Local # | SSN or ID # | Direct Pay / AFM Pension Contribution Per Show |
|--------------------|-------------|-------------|--|
| (LEADE)            | R)          |             |  |
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